

**CROWELL LAW**

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Thursday, June 16, 2016

Millennium Films, Inc. / Nu Image Films  
Dimitar Nikolov, General Counsel  
6423 Wilshire Blvd.  
Los Angeles, California 90048

Re: Online rights enforcement of Millennium Films, Inc. / Nu Image Films owned and controlled titles.

Dear Mr. Nikolov:

This letter is a summary outline of our conversations concerning my work for Millennium Films, Inc. / Nu Image Films ("Millennium") and the titles owned or managed by Millennium going forward.

I have been asked to, and have agreed to:

- Assist Millennium, and to a degree coordinate with other members of the Internet Security Task Force and the industry in general, to develop and implement programs for notice, education and deterrence to address the problems of piracy;
- Work with Maverickeye in reviewing data for infringement actions against those who download and distribute your content online;
- Work with CEG Tek and coordinate enforcement efforts for targeting repeat infringers noticed by CEG Tek;
- Pursue egregious and persistent offenders and those who distribute Millennium content online;
- Assist Millennium in expanding the network of attorneys that are available to police its rights; and
- Oversee and provide guidance and support to attorneys that represent Millennium in enforcement action.

To this end, the duties of Millennium will generally be:

- Designate titles that Millennium would like enforced;
- Affirm that Millennium has the right and authority to bring enforcement actions either in its own name or under the name of the title owner;
- Cooperate as may be necessary to provide supporting data, including copyright certificates, copyright applications, deposition testimony as may be needed; and
- Keep me advised of any change in ownership or material facts that may impact any enforcement actions.

My duties will generally be:

- Develop programs for education to increase the awareness of the problems associated with piracy;
- Develop programs for deterring piracy;
- Coordinating with other industry parties both domestically and internationally to support Millennium's anti-piracy programs;
- Coordinating with other agents retained by Millennium both domestically and internationally to support Millennium's anti-piracy programs;
- Retaining new counsel on behalf of Millennium and working to provide guidance and support for new counsel in expanding Millennium's enforcement actions in the United States;
- Working with Maverickeye in reviewing data for infringement actions against those who download and distribute your content online;
- Working with CEG Tek to integrate the CEG Tek notice program into any enforcement actions to maximize the effectiveness of both programs to the extent feasible; and
- Provide quarterly reports to Millennium of all notable activities, actions, and litigation, including an accounting of suits filed, expenses and receipts.

My further duties will be to manage any economic return from the enforcement actions such that receipts will be maintained in trust to cover any reasonably foreseeable expenses, costs, and fees, including any foreseeable liability to Millennium related to enforcement actions. As soon as receipts allow I will maintain a minimum of \$[REDACTED] in reserves to cover such expenses, plus an addition \$[REDACTED] for each jurisdiction beyond Oregon managed by me.

Economics:

As this program is expected to have significant costs and expenses, I will be working on a modified contingency fee basis. I will bill Millennium Pictures for my time at an hourly rate of \$[REDACTED] per hour, however at no time will my compensation exceed [REDACTED]% of net receipts. Actual time logs and invoices will be provided on request.

For any counsel I supervise, I will bill Millennium Pictures for my time at an hourly rate of \$[REDACTED] per hour, however at no time will I be compensated at a sum of more than [REDACTED]% of net receipts through their efforts and once my compensation exceeds \$[REDACTED] from any such counsel, my compensation will be capped at [REDACTED]% of net receipts. Actual time logs and invoices will be provided on request.

In the acquisition of data regarding infringers to support infringement actions, I will engage Maverick Eye at the request of Millennium and negotiate a rate for the purchase of electronic transcripts and data, but such costs and expenses of Maverick Eye shall not exceed [REDACTED]% of the gross receipts of any litigation efforts, less filing fees and other recoverable costs as defined by statute.

Further, though Millennium is liable for all costs and expenses as a matter of rule and law, my express duty to Millennium is to maintain funds in trust to cover any such foreseeable expenses.

If this conforms with your understanding and instruction, please sign and return. Return by email is acceptable.

Sincerely,



Carl D. Crowell  
carl@crowell-law.com

Confirmed:

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Dimitar Nikolov  
Dated: